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5  
6 **UNITED STATES DISTRICT COURT**  
7 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**  
8

9 SON KIM, on behalf of himself and all  
others similarly situated,

10 Plaintiff

11 vs.

12 VF OUTDOOR, LLC,

13 Defendant  
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Case No. 3:23-cv-6633

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

## **INTRODUCTION**

1  
2 1. Plaintiff SON KIM (“Plaintiff”), on behalf of himself and others similarly  
3 situated, asserts the following claims against VF OUTDOOR, LLC (“Defendant”) as  
4 follows.

5 2. Plaintiff is a visually-impaired and legally blind person who requires  
6 screen-reading software to read website content using his computer. Plaintiff uses the  
7 terms “blind” or “visually-impaired” to refer to all people with visual impairments who  
8 meet the legal definition of blindness in that they have a visual acuity with correction  
9 of less than or equal to 20 x 200. Some blind people who meet this definition have  
10 limited vision. Others have no vision.

11 3. Based on a 2010 U.S. Census Bureau report, approximately 8.1 million  
12 people in the United States are visually impaired, including 2.0 million who are blind.

13 4. “Being unable to access website puts individuals at a great disadvantage  
14 in today’s society, which is driven by a dynamic electronic marketplace and  
15 unprecedented access to information.” U.S. Dep’t of Justice, Statement of Eve L. Hill  
16 before the Senate Comm. on Health, Educ., Labor & Pensions, at 3 (May 14, 2013).

17 5. Plaintiff is a blind, visually impaired handicapped person and a member  
18 of a protected class of individuals under the ADA, under 42 U.S.C. § 12102(1)-(2), and  
19 the regulations implementing the ADA set forth at 28 CFR §§ 36.101 *et seq.*

20 6. Plaintiff requires screen-reading software to read website content using  
21 his computer. Plaintiff uses the terms “blind” or “visually-impaired” to refer to all  
22 people with visual impairments who meet the legal definition of blindness in that they  
23 have a visual acuity with correction of less than or equal to 20 x 200.

24 7. Plaintiff, individually and on behalf of those similarly situated persons  
25 (hereafter “Class Members”), bring this Class Action to secure redress against  
26 Defendant VF OUTDOOR, LLC (“Defendant”), for its failure to design, construct,  
27 maintain, and operate its website to be fully and equally accessible to and  
28 independently usable by Plaintiff and other blind or visually-impaired people.

1 Defendant's denial of full and equal access to its website, and therefore denial of its  
2 products and services offered thereby and in conjunction with its physical locations, is  
3 a violation of Plaintiffs' rights under the Americans with Disabilities Act ("ADA") and  
4 California's Unruh Civil Rights Act ("UCRA").

5       8. Plaintiff brings this civil rights action against Defendant to enforce Title  
6 III of the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq. ("Title III"), which  
7 requires, among other things, that a public accommodation (1) not deny persons with  
8 disabilities the benefits of its services, facilities, privileges and advantages; (2) provide  
9 such persons with benefits that are equal to those provided to nondisabled persons; (3)  
10 provide auxiliary aids and services—including electronic services for use with a  
11 computer screen reading program—where necessary to ensure effective  
12 communication with individuals with a visual disability, and to ensure that such  
13 persons are not excluded, denied services, segregated or otherwise treated differently  
14 than sighted individuals; and (4) utilize administrative methods, practices, and policies  
15 that provide persons with disabilities equal access to online content.

16       9. Because Defendant's website, [www.vans.com](http://www.vans.com), (the "Website" or  
17 "Defendant's website"), is not fully or equally accessible to blind and visually-  
18 impaired consumers in violation of the ADA, Plaintiff invokes 42 U.S.C. § 12188(a)(2)  
19 and seeks a permanent injunction requiring:

20           (a) that VF OUTDOOR, LLC retain a qualified consultant acceptable  
21 to Plaintiff ("Mutually Agreed Upon Consultant") who shall assist it in improving the  
22 accessibility of its Website so the goods and services on them may be equally accessed  
23 and enjoyed by individuals with vision related disabilities;

24           (b) that VF OUTDOOR, LLC work with the Mutually Agreed Upon  
25 Consultant to ensure that all employees involved in website development and content  
26 development be given web accessibility training on a periodic basis, including onsite  
27 training to create accessible content at the design and development stages;

28

1 (c) that VF OUTDOORS, LLC work with the Mutually Agreed Upon  
2 Consultant to perform an automated accessibility audit on a periodic basis to evaluate  
3 whether VF OUTDOOR, LLC's Website may be equally accessed and enjoyed by  
4 individuals with vision related disabilities on an ongoing basis;

5 (d) that VF OUTDOOR, LLC work with the Mutually Agreed Upon  
6 Consultant to perform end-user accessibility/usability testing on a periodic basis with  
7 said testing to be performed by individuals with various disabilities to evaluate whether  
8 VF OUTDOOR, LLC's Website may be equally accessed and enjoyed by individuals  
9 with vision related disabilities on an ongoing basis;

10 (e) that VF OUTDOOR, LLC work with the Mutually Agreed Upon  
11 Consultant to create an accessibility policy that will be posted on its Website, along  
12 with an e-mail address and tollfree phone number to report accessibility-related  
13 problems; and

14 (f) that Plaintiff, their counsel and its experts monitor Defendant's  
15 Website for up to two years after the Mutually Agreed Upon Consultant validates it is  
16 free of accessibility errors/violations to ensure VF OUTDOOR, LLC has adopted and  
17 implemented adequate accessibility policies.

18 10. Web-based technologies have features and content that are modified on a  
19 daily, and in some instances, an hourly, basis, and a one time "fix" to an inaccessible  
20 website will not cause the website to remain accessible without a corresponding change  
21 in corporate policies related to those web-based technologies. To evaluate whether an  
22 inaccessible website has been rendered accessible, and whether corporate policies  
23 related to web-based technologies have been changed in a meaningful manner that will  
24 cause the website to remain accessible, the website must be reviewed on a periodic  
25 basis using both automated accessibility screening tools and end user testing by  
26 disabled individuals.

**THE PARTIES**

11. Plaintiff, at all relevant times, is and was a resident of Alameda County, California. Plaintiff is a legally blind, visually impaired handicapped person, and member of a protected class of individuals under the ADA, pursuant to 42 U.S.C. § 12102(1)-(2), and the regulations implementing the ADA set forth at 28 CFR §§ 36.101 et seq.

12. Defendant is and was at all relevant times a Delaware Corporation doing business in California, including operating 30 stores located within 25 miles of the Plaintiff. Defendant conducts a large amount of its business in California. Defendant's stores are public accommodations within the definition Title III of the ADA, 42 U.S.C. §12181(7). Defendant's Website is a service, privilege, or advantage of its services, products and locations.

**JURISDICTION AND VENUE**

13. This Court has subject-matter jurisdiction over this action under 28 U.S.C. § 1331 and 42 U.S.C. § 12182, as Plaintiff's claims arise under Title III of the ADA, 42 U.S.C. § 12182, *et seq.*

14. Defendant is subject to personal jurisdiction in this District. Defendant has been and is committing the acts or omissions alleged herein in the Northern District of California that caused injury and violated rights the ADA and UCRA prescribe to Plaintiff and to other blind and other visually impaired consumers. A substantial part of the acts and omissions giving rise to Plaintiff's claims occurred in the in this District: on several separate occasions, Plaintiff has been denied the full use and enjoyment of the facilities, goods and services of Defendant's physical locations and/or Website in Alameda County. These access barriers that Plaintiff encountered have caused a denial of Plaintiff's full and equal access multiple times in the past, and now deter Plaintiff on a regular basis from visiting Defendant's brick-and mortar physical locations, which Plaintiff intends to do once the Website is accessible to all. Similarly, the access barriers Plaintiff has encountered on Defendant's website have impeded Plaintiff's full

1 and equal enjoyment of goods and services offered at Defendant's brick-and mortar  
2 stores.

3 15. This Court also has personal jurisdiction over Defendant because it  
4 conducts and continues to conduct a substantial and significant amount of business in  
5 the State of California, County of Alameda, and because Defendant's offending website  
6 is available across California.

7 16. Venue is proper in this district under 28 U.S.C. §1391(b)(1) and (2)  
8 because Defendant conducts and continues to conduct a substantial and significant  
9 amount of business in this District, Defendant is subject to personal jurisdiction in this  
10 District, and a substantial portion of the conduct complained of herein occurred in this  
11 District.

12 17. The United States Department of Justice Civil Rights Division has  
13 recently provided "Guidance on Web Accessibility and the ADA." It states in part, "the  
14 Department has consistently taken the position that the ADA's requirements apply to  
15 all the goods, services, privileges, or activities offered by public accommodations,  
16 including those offered on the web."

17 18. This Court is empowered to issue a declaratory judgment under 28 U.S.C.  
18 §§ 2201 and 2202.

19 19. This lawsuit is aimed at providing legally blind users like the Plaintiff a  
20 full and equal experience.

### 21 STANDING

22 20. Plaintiff SON KIM, is a blind, visually-impaired handicapped person and  
23 a member of a protected class of individuals under the ADA, under 42 U.S.C. §  
24 12102(1)-(2), and the regulations implementing the ADA set forth at 28 CFR §§ 36.101  
25 *et seq.*

26 21. Consumers such as the Plaintiff may purchase Defendant's products and  
27 access other brand related content and services at [www.vans.com](http://www.vans.com) ("Website"), the  
28 Website Defendant owns, operates, and controls.

1        22. In addition to researching and purchasing Defendant's products and  
2 services from the comfort and convenience of their homes, consumers may also use  
3 Defendant's Website to sign up to receive product updates, discounts, product news,  
4 and receive special promotions not available elsewhere.

5        23. Plaintiff was injured when he attempted on October 30, 2023 and again  
6 on November 3, 2023 to access Defendant's Website from his home in an effort to shop  
7 for Defendant's products, as well as determine if these products were available in stores  
8 near him, but encountered barriers that denied him full and equal access to Defendant's  
9 online goods, content and services.

10       24. Specifically, the Plaintiff wanted to purchase the Disney X Vans  
11 Authentic Shoe.

12       25. Plaintiff's desire for this product was due to the fact that he was looking  
13 for a great holiday gift for his niece. As she enjoys Disney cartoons, Plaintiff was  
14 looking for apparel featuring these characters.

15       26. This Website holds themselves out as the official online store of the Vans  
16 brand, providing a wide selection of shoes, clothing, and accessories for men, women,  
17 and children. They offer high-quality casual, and street-style apparel that is popular  
18 among sports enthusiasts and celebrities. Therefore, Plaintiff desired to buy footwear  
19 from the Website/ and or stores.

20       27. Due to Defendant's failure to build the Website in a manner that is  
21 compatible with screen access programs, Plaintiff was unable to understand and  
22 properly interact with the Website, and was thus denied the benefit of purchasing the  
23 Disney X Vans Authentic Shoe, he wished to acquire.

24       28. The law requires that the Defendant reasonably accommodate Plaintiff's  
25 disabilities by removing these existing access barriers.

26       29. Plaintiff has been, and in absence of an injunction will continue to be  
27 injured by Defendant's failure to provide its online content and services in a manner  
28 that is compatible with screen reader technology.







1 being rendered into text, the visually impaired user is unable to access the same content  
2 available to sighted users.

3       36. The international website standards organization, the World Wide Web  
4 Consortium, known throughout the world as W3C, has published version 2.1 of the  
5 Web Content Accessibility Guidelines (“WCAG 2.1”). WCAG 2.1 are well-established  
6 guidelines for making website accessible to blind and visually impaired people. These  
7 guidelines are universally followed by most large business entities and government  
8 agencies to ensure their website are accessible.

9       37. Non-compliant websites pose common access barriers to blind and  
10 visually-impaired persons. Common barriers encountered by blind and visually  
11 impaired persons include, but are not limited to, the following:

- 12           a. A text equivalent for every non-text element is not provided;
- 13           b. Title frames with text are not provided for identification and  
14 navigation;
- 15           c. Equivalent text is not provided when using scripts;
- 16           d. Forms with the same information and functionality as for sighted  
17 persons are not provided;
- 18           e. Information about the meaning and structure of content is not  
19 conveyed by more than the visual presentation of content;
- 20           f. Text cannot be resized without assistive technology up to 200%  
21 without losing content or functionality;
- 22           g. If the content enforces a time limit, the user is not able to extend,  
23 adjust or disable it;
- 24           h. Web pages do not have titles that describe the topic or purpose;
- 25           i. The purpose of each link cannot be determined from the link text  
26 alone or from the link text and its programmatically determined link  
27 context;
- 28

- j. One or more keyboard operable user interface lacks a mode of operation where the keyboard focus indicator is discernible;
- k. The default human language of each web page cannot be programmatically determined;
- l. When a component receives focus, it may initiate a change in context;
- m. Changing the setting of a user interface component may automatically cause a change of context where the user has not been advised before using the component;
- n. Labels or instructions are not provided when content requires user input, which include captcha prompts that require the user to verify that he or she is not a robot;
- o. In content which is implemented by using markup languages, elements do not have complete start and end tags, elements are not nested according to their specifications, elements may contain duplicate attributes, and/or any IDs are not unique;
- p. Inaccessible Portable Document Format (PDFs); and,
- q. The name and role of all User Interface elements cannot be programmatically determined; items that can be set by the user cannot be programmatically set; and/or notification of changes to these items is not available to user agents, including assistive technology.

38. Websites have features and content that are modified on a daily, and in some instances hourly basis and a one time “fix” to an inaccessible digital platform will not cause the digital platform to remain accessible without a corresponding in change in corporate policies related to those web-based technologies. To evaluate whether an inaccessible website has been rendered accessible, and whether corporate policies related to website technologies have been changes in a meaningful manner that

1 will cause the Website to remain accessible, the Website must be reviewed on a  
2 periodic basis using both automated accessibility screening tools and end user testing  
3 by disabled individuals.

4 39. Each of Defendant's violations of the Americans with Disabilities Act is  
5 likewise a violation of the Unruh Civil Rights Act. Indeed, the Unruh Civil Rights Act  
6 provides that any violation of the ADA constitutes a violation of the Unruh Civil Rights  
7 Act. Cal. Civ. Code, § 51(f).

8 40. Further, Defendant's actions and inactions denied Plaintiff full and equal  
9 access to their accommodations, facilities, and services. A substantial motivating factor  
10 for Defendant to deny Plaintiff access was the perception of Plaintiff's disability.  
11 Defendant's denial of Plaintiff's accessibility was a substantial motivating factor for  
12 Defendant's conduct. Plaintiff was harmed due to Defendant's conduct. Defendant's  
13 actions and inactions were a substantial factor in causing the lack of access to Plaintiff.  
14 Unruh Civil Rights Act. Cal. Civ. Code, § 51.

15 **STATEMENT OF FACTS**

16 41. Defendant is a footwear store that offers the website [www.vans.com](http://www.vans.com) to  
17 the public. The Website offers features which should allow all consumers to access  
18 the goods and services offered in connection with its physical locations. The goods  
19 and services offered by Defendant include, but are not limited to the following:  
20 footwear and accessories; the ability to find store locations, access information about  
21 order status, returns, discounts, shipping and delivery options, and other products and  
22 services that are available for purchase online and in store locations.

23 42. It is, upon information and belief, Defendant's policy and practice to deny  
24 Plaintiff, along with other blind or visually impaired users, access to Defendant's  
25 Website, and to therefore specifically deny the goods and services that are offered and  
26 integrated with Defendant's stores. Due to Defendant's failure and refusal to remove  
27 access barriers to its website, Plaintiff and visually impaired persons have been and are  
28

1 still being denied equal access to Defendant's stores and the numerous goods, services  
2 and benefits offered to the public through its website.

3 43. Plaintiff is a visually-impaired and legally blind person, who cannot use a  
4 computer without the assistance of screen-reading software. Plaintiff is, however, a  
5 proficient NVDA screen-reader user and uses it to access the Internet. Plaintiff has  
6 visited the Website October 30, 2023 and again on November 3, 2023 using a screen-  
7 reader.

8 44. Plaintiff intended to purchase the Disney X Vans Authentic Shoe.

9 45. Plaintiff's desire for this product was due to the fact that he was looking  
10 for a great holiday gift for his niece. As she enjoys Disney cartoons, Plaintiff was  
11 looking for apparel featuring these characters.

12 46. On October 30, 2023 and again on November 3, 2023 Plaintiff visited  
13 Defendant's website, [www.vans.com](http://www.vans.com), to purchase the Disney X Vans Authentic Shoe.  
14 Despite his efforts, however, Plaintiff was denied a shopping experience similar to that  
15 of a sighted individual due to the website's lack of a variety of features and  
16 accommodations, which effectively barred Plaintiff from having an unimpeded  
17 shopping experience.

18 47. Additionally, during Plaintiff's visits to the Website, Plaintiff encountered  
19 multiple access barriers that denied him full and equal access to the facilities, goods  
20 and services offered by Defendant to the public. Plaintiff was thus unable to: learn  
21 about store locations and hours and contact information; make an online purchase,  
22 determine prices for and availability of certain products, and related goods and services  
23 available both online and in stores.

24 48. Due to Defendant's failure to build its website in a manner that is  
25 compatible with screen reader programs, Plaintiff is and was unable to understand, and  
26 thus is denied the benefit of, much of the content and services he wishes to access or  
27 use. For example:  
28

1 (a) Many features on the Website lacks alt. text, which is the invisible  
2 code embedded beneath a graphical image. As a result, Plaintiff was unable to  
3 differentiate what products were on the screen due to the failure of the Website to  
4 adequately describe its content.

5 (b) Many features on the Website also fail to Add a label element or  
6 title attribute for each field. This is a problem for the visually impaired because the  
7 screen reader fails to communicate the purpose of the page element. It also leads to the  
8 user not being able to understand what he or she is expected to insert into the subject  
9 field.

10 (c) The Website also contains a host of broken links, which is a  
11 hyperlink to a non-existent or empty webpage. For the visually impaired this is  
12 especially paralyzing due to the inability to navigate or otherwise determine where one  
13 is on the website once a broken link is encountered.

14 49. As a result of visiting Defendant's Website and from investigations  
15 performed on his behalf, Plaintiff is aware that the Website includes at least the  
16 following additional barriers blocking his full and equal use:

17 (a) The Website does not provide a text equivalent for every non-text  
18 element;

19 (b) The purpose of each link cannot be determined from the link text  
20 alone or from the link text and its programmatically determined link context;

21 (c) Web pages lack titles that describe their topic or purpose;

22 (d) Headings and labels do not describe topic or purpose;

23 (e) Keyboard user interfaces lack a mode of operation where the  
24 keyboard focus indicator is visible;

25 (f) The default human language of each web page cannot be  
26 programmatically determined;

27 (g) The human language of each passage or phrase in the content  
28 cannot be programmatically determined;

1 (h) Labels or instructions are not always provided when content  
2 requires user input;

3 (i) Text cannot be resized up to 200 percent without assistive  
4 technology so that it may still be viewed without loss of content or functionality;

5 (j) A mechanism is not always available to bypass blocks of content  
6 that are repeated on multiple web pages;

7 (k) A correct reading sequence is not provided on pages where the  
8 sequence in which content is presented affects its meaning;

9 (l) In content implemented using markup languages, elements do not  
10 always have complete start and end tags, are not nested according to their  
11 specifications, may contain duplicate attributes, and IDs are not always unique; and

12 (m) The name and role of all UI elements cannot be programmatically  
13 determined; things that can be set by the user cannot be programmatically set; and/or  
14 notification of changes to these items is not available to user agents, including assistive  
15 technology.

16 50. Due to the inaccessibility of Defendant's Website, blind and visually  
17 impaired individuals such as Plaintiff, who need screen-readers, cannot fully and  
18 equally use or enjoy the facilities, products, and services Defendant offers to the public  
19 through its website. The access barriers Plaintiff encountered have caused a denial of  
20 Plaintiff's full and equal access in the past, and now deter Plaintiff on a regular basis  
21 from visiting the Website in order to perform functions equal to the sighted.

22 51. These access barriers on Defendant's Website have deterred Plaintiff from  
23 visiting Defendant's physical locations and enjoying them equal to sighted individuals  
24 because: Plaintiff was unable to find the location and hours of operation of Defendant's  
25 stores on its website and other important information, preventing Plaintiff from visiting  
26 the locations to take advantage of the goods and services that it provides to the public.

27 52. If the Website were equally accessible to all, Plaintiff could independently  
28 navigate the Website and complete a desired transaction as sighted individuals do. In

1 fact, Plaintiff intends to return to the Website when it is equally accessible for visually-  
2 impaired consumers in order to complete his intended transaction, as it is more  
3 convenient for Plaintiff to access the Website to make a purchase than to travel to a  
4 physical location to make the same purchase. However, as long as the Access Barriers  
5 continue to exist on the Website, Plaintiff is prevented from making such a purchase.

6 53. These barriers, and others, deny Plaintiff full and equal access to all of the  
7 services the Website offers, and now deter him from attempting to use the Website  
8 and/or visit Defendant physical stores. Still, Plaintiff would like to, and intends to,  
9 attempt to access Defendant's Website in the future to research the services the Website  
10 offers, or to test the Website for compliance with the ADA.

11 54. Due to Defendant's failure and refusal to remove access barriers to its  
12 Website, Plaintiff and visually impaired persons have been and are still being denied  
13 equal access to Defendant's Website, and the numerous goods and services and benefits  
14 offered to the public through its website.

15 55. Through his attempts to use the Website, Plaintiff has actual knowledge  
16 of the access barriers that make these services inaccessible and independently unusable  
17 by blind and visually impaired people.

18 56. Though Defendant may have centralized policies regarding the  
19 maintenance and operation of its Website, upon and information and belief, Defendant  
20 has never had a plan or policy that is reasonably calculated to make its Website fully  
21 accessible to, and independently usable by, individuals with vision related disabilities.  
22 As a result, the complained of access barriers are permanent in nature and likely to  
23 persist.

24 57. The law requires that Defendant reasonably accommodate Plaintiff's  
25 disabilities by removing these existing access barriers. Removal of the barriers  
26 identified above is readily achievable and may be carried out without much difficulty  
27 or expense.

28



1        58. Plaintiff’s above request for injunctive relief is consistent with the work  
2 performed by the United States Department of Justice, Department of Transportation,  
3 and U.S. Architectural and Transportation Barriers Compliance Board (the “Access  
4 Board”), all of whom have relied upon or mandated that the public-facing pages of  
5 website complies with an international compliance standard known as Web Content  
6 Accessibility Guidelines version 2.1 AA (“WCAG 2.1 AA”), which is published by an  
7 independent third party known as the Worldwide Web Consortium (“W3C”).

8        59. Plaintiff and the Class have been, and in the absence of an injunction will  
9 continue to be, injured by Defendant’s failure to provide its online content and services  
10 in a manner that is compatible with screen reader technology.

11        60. Defendant has long known that screen reader technology is necessary for  
12 individuals with visual disabilities to access its online content and services, and that it  
13 is legally responsible for providing the same in a manner that is compatible with these  
14 auxiliary aids.

15        61. The ADA expressly contemplates the injunctive relief that Plaintiff seeks  
16 in this action. In relevant part, the ADA requires:

17        62. In the case of violations of . . . this title, injunctive relief shall include an  
18 order to alter facilities to make such facilities readily accessible to and usable by  
19 individuals with disabilities . . . Where appropriate, injunctive relief shall also include  
20 requiring the . . . modification of a policy . . .

21 42 U.S.C. § 12188(a)(2).

22        63. Plaintiff alleges violations of existing and longstanding statutory and  
23 regulatory requirements to provide auxiliary aids or services necessary to ensure  
24 effective communication, and courts routinely decide these types of matters.

25        64. Resolution of Plaintiff’s claims does not require the Court to unravel  
26 intricate, technical facts, but rather involves consideration of facts within the  
27 conventional competence of the courts, e.g. (a) whether Defendant offers content and  
28 services on its Website, and (b) whether Plaintiff can access the content and services.

1        65. Without injunctive relief, Plaintiff and other visually impaired consumers  
2 will continue to be unable to independently use the Website, thereby violating their  
3 rights.

4                                    **CLASS ACTION ALLEGATIONS**

5        66. Plaintiff, on behalf of himself and all others similarly situated, seeks to  
6 certify a nationwide class under Fed. R. Civ. P. 23(a) and 23(b)(2): all legally blind  
7 individuals in the United States who have attempted to access Defendant's Website and  
8 as a result have been denied access to the equal enjoyment of goods and services, during  
9 the relevant statutory period.

10        67. Common questions of law and fact exist amongst the Class, including:

11                    (a) Whether Defendant's Website is a "public accommodation" under  
12 the ADA;

13                    (b) Whether Defendant's Website denies the full and equal enjoyment  
14 of its products, services, facilities, privileges, advantages, or accommodations to people  
15 with visual disabilities, thereby violating the ADA.

16        68. Plaintiff's claims are typical of the Class. The Class, like Plaintiff, are  
17 visually impaired or otherwise blind, and claim that Defendant has violated the ADA  
18 by failing to remove access barriers on its Website so it can be independently accessible  
19 to the Class.

20        69. Plaintiff will fairly and adequately represent and protect the interests of  
21 the Class Members because Plaintiff has retained and is represented by counsel  
22 competent and experienced in complex class action litigation, and because Plaintiff has  
23 no interests antagonistic to Class Members.

24        70. Class certification of the claims is appropriate under Fed. R. Civ. P.  
25 23(b)(2) because Defendant has acted or refused to act on grounds generally applicable  
26 to the Class, making appropriate both declaratory and injunctive relief with respect to  
27 the Class as a whole.  
28

1       71. Alternatively, class certification is appropriate under Fed. R. Civ. P.  
2 23(b)(3) because fact and legal questions common to Class Members predominate over  
3 questions affecting only individual Class Members, and because a class action is  
4 superior to other available methods for the fair and efficient adjudication of this  
5 litigation.

6       72. Judicial economy will be served by maintaining this lawsuit as a class  
7 action in that it is likely to avoid the burden that would be otherwise placed upon the  
8 judicial system by the filing of numerous similar suits throughout the United States.

9                               **FIRST CAUSE OF ACTION**

10                           **Violations of the ADA, 42 U.S.C. § 12181 *et seq.***

11       73. Plaintiff, on behalf of himself and the Class Members, repeats and  
12 realleges every allegation of the preceding paragraphs as if fully set forth herein.

13       74. Section 302(a) of Title III of the ADA, 42 U.S.C. § 12101 *et seq.*,  
14 provides:

15       75. No individual shall be discriminated against on the basis of disability in  
16 the full and equal enjoyment of the goods, services, facilities, privileges, advantages,  
17 or accommodations of any place of public accommodation by any person who owns,  
18 leases (or leases to), or operates a place of public accommodation. 42 U.S.C. §  
19 12182(a).

20       76. Defendant's physical locations are a public accommodation within the  
21 definition of Title III of the ADA, 42 U.S.C. § 12181(7). The Website is a service that  
22 is offered to the general public, and as such, must be equally accessible to all potential  
23 consumers.

24       77. Under Section 302(b)(1) of Title III of the ADA, it is unlawful  
25 discrimination to deny individuals with disabilities the opportunity to participate in or  
26 benefit from the products, services, facilities, privileges, advantages, or  
27 accommodations of an entity. 42 U.S.C. § 12182(b)(1)(A)(i).

1        78. Under Section 302(b)(1) of Title III of the ADA, it is unlawful  
2 discrimination to deny individuals with disabilities an opportunity to participate in or  
3 benefit from the products, services, facilities, privileges, advantages, or  
4 accommodation, which is equal to the opportunities afforded to other individuals. 42  
5 U.S.C. § 12182(b)(1)(A)(ii).

6        79. Under Section 302(b)(2) of Title III of the ADA, unlawful discrimination  
7 also includes, among other things:

8        80. [A] failure to make reasonable modifications in policies, practices, or  
9 procedures, when such modifications are necessary to afford such goods, services,  
10 facilities, privileges, advantages, or accommodations to individuals with disabilities,  
11 unless the entity can demonstrate that making such modifications would fundamentally  
12 alter the nature of such goods, services, facilities, privileges, advantages or  
13 accommodations; and a failure to take such steps as may be necessary to ensure that no  
14 individual with a disability is excluded, denied services, segregated or otherwise treated  
15 differently than other individuals because of the absence of auxiliary aids and services,  
16 unless the entity can demonstrate that taking such steps would fundamentally alter the  
17 nature of the good, service, facility, privilege, advantage, or accommodation being  
18 offered or would result in an undue burden. 42 U.S.C. § 12182(b)(2)(A)(ii)-(iii).

19        81. The acts alleged herein constitute violations of Title III of the ADA, and  
20 the regulations promulgated thereunder. Plaintiff, who is a member of a protected class  
21 of persons under the ADA, has a physical disability that substantially limits the major  
22 life activity of sight within the meaning of 42 U.S.C. § 12102(1)(A)-(2)(A).  
23 Furthermore, Plaintiff has been denied full and equal access to the Website, has not  
24 been provided services that are provided to other patrons who are not disabled, and has  
25 not been provided any reasonable accommodation to those services. Defendant has  
26 failed to take any prompt and equitable steps to remedy its discriminatory conduct.  
27 These violations are ongoing.

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1        82. Under 42 U.S.C. § 12188 and the remedies, procedures, and rights set  
2 forth and incorporated therein, Plaintiff, requests relief as set forth below.

3                                    **SECOND CAUSE OF ACTION**

4                    **Violations of the Unruh Civil Rights Act, California Civil Code § 51 et seq.**

5        83. Plaintiff, on behalf of himself and the Class Members, repeats and  
6 realleges every allegation of the preceding paragraphs as if fully set forth herein.

7        84. Defendant's locations are "business establishments" within the meaning  
8 of the California Civil Code § 51 et seq. Defendant generates millions of dollars in  
9 revenue from the sale of its services in California through its store's locations and  
10 related services and www.vans.com is a service provided by Defendant that is  
11 inaccessible to customers who are visually-impaired like Plaintiff and Class Members.  
12 This inaccessibility denies visually-impaired customers full and equal access to  
13 Defendant's facilities and services that Defendant makes available to the non-disabled  
14 public. Defendant is violating the Unruh Civil Rights Act, California Civil Code § 51  
15 et seq., in that Defendant is denying visually impaired customers the services provided  
16 by www.vans.com. These violations are ongoing.

17        85. Defendant's actions constitute intentional discrimination against Plaintiff  
18 and Class Members on the basis of a disability in violation of the Unruh Civil Rights  
19 Act, Cal. Civil Code § 51 et seq. in that: Defendant has constructed a website that is  
20 inaccessible to Plaintiff and Class Members; maintains the website in this inaccessible  
21 form; and has failed to take adequate actions to correct these barriers even after being  
22 notified of the discrimination that such barriers cause.

23        86. Defendant is also violating the Unruh Civil Rights Act, California Civil  
24 Code § 51 in that the conduct alleged herein likewise constitutes a violation of various  
25 provisions of the ADA, 42 U.S.C. § 12101 et seq. Section 51(f) of the California Civil  
26 Code provides that a violation of the right of any individual under the ADA shall also  
27 constitute a violation of the Unruh Civil Rights Act.  
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1        87. The actions of Defendant were and are in violation of the Unruh Civil  
2 Rights Act, California Civil Code § 51 et seq., and, therefore, Plaintiff and Class  
3 Members are entitled to injunctive relief remedying the discrimination.

4        88. Plaintiff and Class Members are also entitled to statutory minimum  
5 damages pursuant to California Civil Code § 52 for each and every offense.

6        89. Plaintiff and Class Members are also entitled to reasonable attorneys' fees  
7 and costs.

8        90. Plaintiff and Class Members are also entitled to a preliminary and  
9 permanent injunction enjoining Defendant from violating the Unruh Civil Rights Act,  
10 California Civil Code § 51 et seq., and requiring Defendant to take the steps necessary  
11 to make [www.tadashishoji.com](http://www.tadashishoji.com) readily accessible to and usable by visually-impaired  
12 individuals.

13                                    **THIRD CAUSE OF ACTION**

14                                    **DECLARATORY RELIEF**

15        91. Plaintiff, on behalf of himself and the Class Members, repeats and  
16 realleges every allegation of the preceding paragraphs as if fully set forth herein.

17        92. An actual controversy has arisen and now exists between the parties in  
18 that Plaintiff contends, and is informed and believes that Defendant denies, that its  
19 Website contains access barriers denying blind customers the full and equal access to  
20 the products, services and facilities of its Website, which Defendant owns, operations  
21 and controls, fails to comply with applicable laws including, but not limited to, Title  
22 III of the Americans with Disabilities Act, 42 U.S.C. § 12182, *et seq.* prohibiting  
23 discrimination against the blind.

24        93. A judicial declaration is necessary and appropriate at this time in order  
25 that each of the parties may know their respective rights and duties and act accordingly.

26                                    **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiff respectfully requests this Court grant the following relief:  
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